

Exhibit 12

1
2 UNITED STATES DISTRICT COURT
3 FOR THE WESTERN DISTRICT OF VIRGINIA
4 HARRISBURG DIVISION

5 REMY HOLDINGS INTERNATIONAL, LLC,)
6)
7 Plaintiff,)
8)
9 -versus-) Civil Action
10) No. 5:19-cv-00021
11 FISHER AUTO PARTS, INC.,)
12)
13 Defendant.)

14 VIDEO-RECORDED DEPOSITION OF JOSEPH PARZICK

15 Via Videoconference

16 Friday, December 11, 2020

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23
24 Reported Remotely by:
25 MARIANNE WITKOWSKI-SMITH
 JOB NO. 185673

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3
4 December 11, 2020
5 9:04 a.m.
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8 VIDEO-RECORDED DEPOSITION of
9 JOSEPH PARZICK, reported remotely by Marianne
10 Witkowski-Smith, a Shorthand Reporter and Notary
11 Public of the State of New York.
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Page 3

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2 R E M O T E A P P E A R A N C E S:
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5 SANDS ANDERSON
6 Attorneys for Plaintiff
7 1111 East Main Street
8

9 Richmond, Virginia 23219
10 BY: MATTHEW GREEN, ESQ.

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13 McGUIREWOODS
14 Attorneys for Defendant
15 800 East Canal Street
16 Richmond, Virginia 23219
17 BY: LYLE KOSSIS, ESQ.

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23 ALSO PRESENT:

24 WILLIAM THOMAS - Legal Videographer
25 JEFF WAWRZYNIAK, ESQ. - Brake Parts Inc.

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1 J. Parzick
2 VIDEO TECHNICIAN: Good morning,
3 Counselors. My name is William Thomas.
4 I am a certified legal videographer in
5 association with TSG Reporting.
6 Due to the severity of the COVID-19
7 outbreak and following the practice of
8 social distancing, I will not be in the
9 same room with the witness. Instead, I
10 will record this videotaped deposition
11 remotely.
12 The reporter, Marianne Smith, also
13 will not be in the same room and will
14 swear the witness remotely.
15 Do all parties stipulate to the
16 validity of this video-recording and
17 remote swearing and that it will be
18 admissible in the courtroom as if it had
19 been taken following Rule 30 of the
20 Federal Rules of Civil Procedures and the
21 State's rules where this case is pending?
22 MR. GREEN: On behalf of the
23 plaintiff, yes.
24 MR. KOSSIS: And on behalf of the
25 defendant, yes.

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1 J. Parzick
2 VIDEO TECHNICIAN: Thank you very
3 much. So this is the start of media
4 labeled No. 1 of the video-recorded
5 deposition of Joseph Parzick, taken in
6 the matter Remy Holdings International
7 LLC vs Fisher Auto Parts Inc. This is in
8 the U.S. District Court, Western District
9 of Virginia, Harrisonburg Division, Case
10 No. 5:19-cv-00021.
11 The time is 9:06 Mountain Time on
12 December 11, 2020. My name is William
13 Thomas, I'm the videographer, and
14 Marianne Smith is the court reporter.
15 Counsel, would you now please
16 identify yourselves.
17 MR. GREEN: Matt Green. I
18 represent the plaintiff, Remy Holdings
19 International LLC.
20 MR. KOSSIS: My name is Lyle Kossis
21 and I represent the defendant, Fisher
22 Auto Parts Incorporated.
23 VIDEO TECHNICIAN: And will the
24 court reporter now please swear in the
25 witness.

1 J. Parzick 2 the same market conditions, and if 3 this doesn't occur in Fisher's 4 opinion, then Fisher can change 5 suppliers and end this contract 6 with as little as sixty days of 7 advance notice. In such case, 8 Fisher shall not owe Remy any 9 additional moneys - parentheses - 10 except for payment for products 11 ordered prior to the date of 12 termination in the pro-rata 13 amounts listed below - end quote. 14 Did you see that, Mr. Parzick? 15 A. I do, I see it. 16 Q. And before this deposition, had you 17 read that particular language before? 18 A. I don't believe that I have, no. 19 Q. Okay. Do you recognize that as a 20 termination provision? 21 MR. GREEN: Object to form -- 22 A. I -- I would say it's -- 23 MR. GREEN: -- calls for -- 24 (Simultaneous speaking.) 25 MR. GREEN: Go ahead.	1 J. Parzick 2 A. I -- I would say it's a form of a 3 termination provision. 4 Q. Okay. And do you see that in that 5 provision it does not give Remy a right to 6 cure any performance issues? 7 MR. GREEN: Object to form, states 8 a legal conclusion. 9 Go ahead. 10 A. In -- in this particular paragraph, 11 since we're isolated on that and I've not had 12 an opportunity to read the rest of the 13 document nor whether there are any other 14 documents that are part and parcel to this, I 15 would say your statement is accurate. 16 Q. Okay. And -- and just to be clear 17 so you said my statement was accurate? 18 MR. GREEN: Same objections. 19 A. With -- with the provisos that I 20 gave you, which is I haven't read the entire 21 document and I don't know whether there are 22 any other documents that pertain to this, but 23 on -- on the surface of what this says in 24 this particular point, there is no mention of 25 a remedy, correct.
1 J. Parzick 2 Q. Okay. From Remy's perspective, 3 would someone like Dave Nichols be in the 4 best position to testify as to what this 5 contract meant? 6 MR. GREEN: Object to form and 7 beyond the scope of this deposition. 8 If you know -- 9 A. So -- 10 (Simultaneous speaking.) 11 A. -- so I -- I cannot recall whether 12 or not Dave Nichols was employed by Remy at 13 the time this was negotiated. 14 And as I mentioned, I would very 15 much like to know who signed it on behalf of 16 Remy, because I would have two questions as 17 it relates to that. What was the -- 18 Q. Okay. 19 A. -- what -- who -- who was the 20 person that signed it and what was their 21 authority to do so. 22 Q. And -- and -- 23 A. We're very specific about who can 24 sign contracts. 25 Q. No, and I appreciate that. And	1 J. Parzick 2 I'll represent to you that in his 3 depositions, Mr. Nichols, Dave Nichols, said 4 that he negotiated and signed this agreement. 5 A. Okay. Then -- then I would say he 6 is best positioned to answer that question. 7 Q. Okay. Just one moment. 8 Sorry, I had to locate a document. 9 A. I just want to add one other thing 10 I know you don't love it when I do this and I 11 try -- I'll try to keep this to a minimum. 12 But there's always a difference in 13 life and in conduct on what you write on a 14 page in a contract and the way you conduct 15 yourself. And as I mentioned earlier, this 16 is a business that although it's tough and 17 people are tough and firm, that they speak to 18 one another, they have dialogues and they 19 coach each other to get the performance that 20 they want. 21 So when customers are having 22 problems or believe that we're not doing 23 something as a vendor properly, there's 24 usually discussion, there's usually some sort 25 of representations around how things will